

BILL NO. S-82-11-01

SPECIAL ORDINANCE NO. S- 207-P2

AN ORDINANCE approving a certain contract for the employment of an engineer for airport improvements, in connection with the Board of Aviation Commissioners.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. That a certain engineering contract dated October 21, 1982, between the City of Fort Wayne, Indiana, by and through its Board of Aviation Commissioners and Richard B. Wetzel, d/b/a Wetzel Engineers, consulting engineer, for:

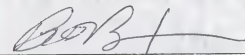
airport improvements, providing for initial engineering services relative to the purchase of a high-speed broom and chassis, updating the Airport Layout Plan, and expanding, marking, and lighting the air carrier terminal apron;

involving a total cost of Seventy-Eight Thousand Five Hundred Eighty-Eight and No/100 Dollars (\$78,588.00), and adjustments, all as more particularly set forth in said contract, which is on file with the Office of the Board of Aviation Commissioners, and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved. Two copies of said contract are on file with the Office of the City Clerk and are made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

APPROVED AS TO FORM
AND LEGALITY


Councilmember


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-9-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Crup, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-23-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 207-82

on the 23rd day of November, 1982

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of November, 1982, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 29th day of November, 1982, at the hour of 9 o'clock A. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-01

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving a certain contract for the employment of an
engineer for airport improvements, in connection with the Board
of Aviation Commissioners

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

VICTURE L. SCRUGGS

DONALD J. SCHMIDT

11-23-82
CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of October, 1982, BY AND BETWEEN the City of Fort Wayne Board of Aviation Commissioners, hereinafter called the Owner, and Wetzel Engineers, Consulting Engineer, 222 North New Jersey Street, Indianapolis, Indiana, hereinafter called the Engineer.

WITNESSETH THAT WHEREAS the Owner desires to contract for engineering services required for the planning, development and design for construction of additions, alterations and modifications to the Fort Wayne Municipal Airport, known as Baer Field, and

WHEREAS the Engineer has expressed a willingness to perform said planning, development and design as required by the Owner.

NOW, THEREFORE, the Owner and the Engineer, for the considerations hereinafter set forth, agree as follows:

ARTICLE 1. Engineer's Basic Services

Section A. Preliminary Report Phase

During the Preliminary Report Phase the Engineer shall:

Consult with the Owner and State and Federal agencies to ascertain the requirements of each Project described by the Airport Layout Plan and the design phases herein listed as part of the Airport Layout Plan. The understanding between the Engineer and the Owner as to the requirements for each project shall be reduced to writing by the Engineer, signed by both the Engineer and the Owner and attached as an Appendix to this Agreement before the Engineer commences preparation of the schematic designs and construction documents.

Prepare an Engineering Report, detailed Request for Aid from the Federal Aviation Administration and any other documentation or reports as might be required by FAA in assisting the Owner in obtaining Federal Grants in Aid for completion of the Project. The Engineer shall assist the Owner in preparing documents and reports as may be required for public hearings in conjunction with the development of the Project.

Provide consultation and advise as to the necessity for providing or obtaining other services such as: property, boundary and right-of-way surveys; core borings, probings, or sub-surface explorations; hydrographic surveys; and laboratory testing and inspection of samples or materials; other special consultation; and act as the Owner's representative in connection with any such services.

Prepare a preliminary engineering study and report on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include schematic layouts and sketches and a general cost estimate for the Project, and set forth the Engineer's recommendations.

Furnish 12 copies of statements, studies and reports.

Submit written progress reports in such form and at such intervals as required by Owner.

In the event that the requirements of the Project as agreed upon by the Owner and the Engineer cause the Project to be broken into more than one construction project, the term "project" as used hereafter shall refer to each construction project in defining services of the Engineer.

Section B. Preliminary Design Phase

Upon approval by the Owner of the Preliminary Report, the Engineer shall:

Make the design survey, including all required survey data necessary for design and plan preparation. Such survey data shall include referenced traverses or base lines, topographic information, referenced bench levels and cross sections obtained by appropriate means. The design survey shall also include the location of all utilities and underground conduits. Drainage courses shall be defined and described accurately, including existing structures and waterway areas.

Provide consultation and advise as to the necessity of obtaining further services from others of the types described above, and act as the Owner's representative in connection with any such services.

On the basis of the approved preliminary engineering study and report and the data obtained as a result of such further services, prepare preliminary design documents consisting of design criteria, drawings and outline specifications to develop and establish the scope of the Project.

Prepare a revised cost estimate for the Project based on the information given in the preliminary design documents.

Furnish four copies of the above preliminary design documents and cost estimate.

Section C. Final Design Phase

Upon approval by the Owner of the Preliminary Design, the Engineer shall:

On the basis of the approved preliminary design documents prepare detailed construction drawings and specifications for the Project.

Furnish to the Owner engineering data for and assist in the preparation of the required documents so that the Owner may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.

Advise the Owner of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project based on the complete drawings and specifications.

Prepare proposal forms and notice to bidders as required by Owner, and, at the request of the Owner, assist legal counsel in the technical engineering portion of the contract preparation.

Furnish 15 copies of the Contract Documents consisting of construction agreement forms, general conditions, special provisions, detailed construction drawings and specifications.

Assist the Owner in obtaining and evaluating bids and awarding contracts for the construction of the Project.

Section D. Construction Phase

Upon awarding of contracts for construction of the Project, the Engineer shall:

Provide general engineering administration of the construction contract including, at the Owner's request, the giving of technical engineering information to legal counsel as an aid to the interpretation and clarification of the Contract Documents.

Provide full-time resident inspection of construction work to observe the progress and quality of the executed work to determine that the work is proceeding in accordance with the Contract Documents; he will not be responsible for the methods used and sequences of construction and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents, but he will determine to his own satisfaction that the interests of the Owner generally are safeguarded, and will endeavor to guard the Owner against defects or deficiencies in the work of Contractors, and may disapprove work as failing to conform to the Contract Documents.

Review and approve requests for monthly and final payments to Contractors.

Issue certificates of completion to the Owner on completed construction contracts.

Provide and prepare "as built" information and drawings of the completed project.

Supervise testing and inspection. Arrange for, conduct or, witness field, laboratory or shop tests of construction materials

as required by the plans and specifications; determine the suitability of materials on the site and brought to the site to be used in the construction; interpret the contract plans and specifications and check the construction activities to assure compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractors; and maintain diaries and other project records to document the work.

Section E. Governmental Agencies

The Engineer agrees to attend such conferences with the Owner and other interested agencies and governmental units as may be required in connection with the Project, and to comply with Federal, State and Local governmental regulations and requirements as they are applicable to the Project.

ARTICLE 2. The Owner's Responsibilities

The Owner shall provide full information as to his requirements for the Project.

Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports and any other data relative to design or construction of the Project.

Guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.

Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer and shall render in writing decisions pertaining thereto so as not to delay the work of the Engineer.

Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

Provide such legal accounting and insurance counseling services as may be required for the Project.

Designate in writing a person(s) to act as Owner's representative with respect to the work to be performed under this Agreement; and such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect on the Project.

Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project. The Engineer to file the necessary engineering documents.

Furnish, or direct the Engineer to provide at the Owner's expense, necessary additional services as stipulated in Article 4 of this Agreement, or other services as required.

ARTICLE 3. The Engineer's Compensation for Services

Section A.

The Owner, for and in consideration of the rendering of the engineering services, herein enumerated, agrees to pay to the Engineer fees for Basic Services for the Project as defined in Article 1, as each project is defined by an Appendix to this Agreement.

Section B.

The project construction cost herein referred to is defined as the total cost of all work designed or specified by the Engineer in completing the Project; but excludes right-of-way costs, real estate or easement costs, fees for engineering services, or any payments to the Engineer or other consultants in connection with the Project. The Project construction cost shall be based upon one of the following sources with precedence in the order listed:

1. Lowest acceptable bona fide Contractor's proposal received for any or all portions of the Project.
2. Semi-detailed or Detailed Estimate of Project Construction Cost as defined above.
3. The Engineer's latest Statement of Probable Project Construction Cost based on current area, volume or other unit costs.
4. Since the Engineer has no control over the cost of labor and materials, or competitive bidding, he does not guarantee the accuracy of any Statement of Probable Construction Cost, or any Semi-detailed or Detailed Cost Estimates.

Section C.

Payment on account of the Engineer's basic services shall be made monthly on receipt of an itemized claim in proportion to services performed to increase the compensation for basic services to the following percentages at the completion of each phase of the work:

Preliminary Design Phase.....40%

Final Design Phase.....80%

Construction Phase.....100%

Payments for additional services of the Engineer as defined in Article 4, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of Engineer's itemized claim.

No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors.

No deduction shall be made from the Engineer's compensation on account of a decrease in the Project Construction Cost resulting from Changes ordered by the Owner during the construction phase.

Should the Project Construction Cost be increased during the construction phase as a result of Changes ordered by the Owner after receipt of bids, the Engineer's compensation shall be based upon the increased Project Construction Cost.

If any work designed or specified by the Engineer during any phase of service is abandoned or suspended in whole or in part, the Engineer is to be paid for the services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with reimbursements and expenses resulting from abandonment or suspension of work previously ordered by the Owner prior to said abandonment or suspension of work.

Section D.

For additional services defined in Article 4, hereinafter, the Owner agrees to pay the Engineer at the following rates:

Principal Engineer	\$ 60.00 per hour
Design Engineer	37.00 per hour
Assistant Engineer	28.00 per hour
Senior Inspector	25.00 per hour
Senior Draftsman	24.00 per hour
Draftsman	16.00 per hour
Survey Crew	440.00 per day

Said payments for additional services shall include normal travel and subsistence expenses incurred in travel from the Engineer's regular place of business to the site of the Project.

Section E.

The Owner agrees to pay the Engineer reimbursable expenses as defined in Article 5, Section B, hereinafter to the amount expended.

ARTICLE 4. Engineer's Additional Services

Section A.

The following services cause the Engineer extra expense. If any of these services are authorized by the Owner, they shall be paid for by the Owner as defined in Article 3, Section D. If authorized by the Owner, the Engineer shall furnish additional services of the following types.

Furnishing property, boundary and right-of-way surveys; core borings, probings or subsurface explorations; hydrographic surveys; laboratory and field testing and inspection of samples or materials; and other special consultation.

Additional services due to significant changes in general scope of the Project or its design including, but not limited to, change in size, complexity, or character of construction.

Revising previously approved studies, reports, design documents, drawings or specifications.

Preparing documents for alternate bids requested by the Owner for work which is not executed.

Preparing detailed renderings, exhibits or scale models for the Project.

Furnishing additional copies of reports and additional prints of drawings and specifications.

Investigations involving detailed consideration of operation, maintenance and overhead expense; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by the Owner.

Additional or extended services during construction made necessary by work damaged by fire or other cause during construction.

Beyond normal assistance in the initial startup and test operation of equipment or devices and the preparation of manuals of operation of equipment or devices and the preparation of manuals of operation and maintenance as determined between the Owner and the Engineer.

Serving as an expert witness for the Owner in any litigation or other proceeding involving the Project.

Special reports and studies beyond the scope of the construction project.

Section B.

For services not in connection with a construction project as enumerated in Article 1, and not otherwise provided for in this Agreement, arranged for between the Owner and the Engineer; said services and compensation therefor shall be defined and appended as a rider to this Contract.

ARTICLE 5. Direct and Reimbursable Expense

Section A.

The payroll cost of salaries and wages used as a basis of payment under Article 3, Section D, shall mean the cost of salaries and wages paid to

employees engaged directly on the Project, including but not limited to engineers, architects, surveymen, designers, draftsmen, specification writers, estimators, stenographers and clerks, plus cost of fringe benefits including social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, vacation and holiday pay applicable thereto.

Section B.

Reimbursable Expense includes actual expenditures made by the Engineer in the interest of the Project for the following incidental expense:

Reproduction of Contract Documents, including plans and specifications over and above the copies to be furnished under Article 1, Section C, but excluding copies of all documents used by the Engineer in his office; any fees paid for securing approval of authorities having jurisdiction over the Project.

If authorized in advance in writing by the Owner, overtime work requiring higher than regular rates, or models for the Owner's use, or special renderings or copies of renderings or photographs created at the Owner's direction and for his use, excluding those renderings created in the Engineer's office for use in design consideration.

If their employment is authorized, in writing, in advance by the Owner, fees of special consultants, for other than the normal engineering services.

If authorized in advance by the Owner, extensive in-state, and all out-of-state travel and subsistence expenses; and all long distance telephone calls required by the Owner's program, but excluding those long distance telephone calls between the Owner and the Engineer's place of business.

ARTICLE 6. Insurance

Section A.

The Engineer agrees to procure and maintain at his expense, insurance of the kinds and in the amounts hereinafter provided covering all operations under this Contract performed by him or by his subcontractors. Before commencing the work, the Engineer shall furnish to the Owner a certificate, or certificates, showing that the Engineer has complied with the provisions of this Article; which certificates shall provide that the policies shall not be changed or cancelled until ten days' written notice has been given to the Owner. The kinds and amounts of insurance required are as follows:

Policy covering the obligations of the Engineer in accordance with the provisions of the Workmen's Compensation Law.

Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each with limits of

liability of not less than One Hundred Thousand Dollars (\$100,000) for each damage arising out of bodily injury, and not less than Three Hundred Thousand Dollars (\$300,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one accident, and not less than Fifty Thousand Dollars (\$50,000) for all damages arising out of injury to or destruction of property in any accident, nor less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

ARTICLE 7. Abandonment and Termination

Section A.

If the Owner shall abandon the services herein mentioned, the Owner shall pay to the Engineer the earned value of the work performed to the date of abandonment. The earned value of the work performed shall be based upon an estimate of the portions of the total services that have been rendered by the Engineer to the date of abandonment and which estimate may be mutually agreed upon by the Owner and the Engineer.

Section B.

This Agreement may be terminated by either party upon ten days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, due to the fault of others than the Engineer, the Engineer shall be paid for services performed to termination date, including reimbursements then due, plus expenses incurred by the Engineer in project demobilization, and limited to salary, wages, reproduction costs, completion of any reports or studies, and other previously defined reimbursable expenses that the Owner required and requested beyond the work accomplished at the time of termination notice.

ARTICLE 8. Ownership of Drawings and Contract Documents

Original documents, such as tracings, plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use. In the event any of the above documents are reused by the Owner, the name plates will be removed and the Engineer will be released and held harmless of subsequent liabilities.

ARTICLE 9. Design Credit

Whenever renderings, photographs of renderings, photographs of models, or photographs of the Project are released by the Owner for publicity, proper credit for engineering design shall be given the Engineer, provided the giving of such credit is without cost to the Owner.

ARTICLE 10. Equal Employment Opportunity

The Engineer shall comply with the provisions of Executive Order No. 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41CFR, Part 60). The Engineer shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, on the basis of race, color, religion, creed, national origin, sex or age. Breach of this covenant may be regarded as a material breach of the Agreement.

ARTICLE 11. Title VI of the Civil Rights Assurances

During the performance of this Contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify the Owner or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Contract, the Owner shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to--

- a. withholding of payments to the Engineer under the Contract until the Engineer complies, and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The Engineer shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 12. Minority Business Enterprise (MBE) Assurances

The Engineer agrees to ensure that minority business enterprises as defined in 49CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement.

ARTICLE 13. Access to Records

The Engineer agrees that the Owner, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

ARTICLE 14. Successors and Assigns

The Owner and the Engineer each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

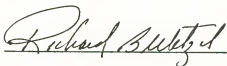
ARTICLE 15. Effective Date

This Agreement will become effective from the date of execution by the Owner and the Engineer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

ENGINEER


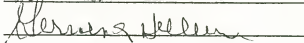
WETZEL ENGINEERS



ATTEST:

OWNER

CITY OF FORT WAYNE BOARD OF AVIATION
COMMISSIONERS

APPENDIX A

THIS APPENDIX "A", made and entered into this 21st day of October, 1982, BY AND BETWEEN the City of Fort Wayne Board of Aviation Commissioners, hereinafter called the "Owner", and Wetzel Engineers, hereinafter called the "Engineer", becomes a part of the Agreement between the Owner and the Engineer entered into by the parties on the 21st day of October, 1982.

WHEREAS the project now to be completed, included in Article 1, is defined as Acquisition of one 16' High Speed Broom with Chassis, Updating the Airport Layout Plan, and Expanding, Marking and Lighting the Air Carrier Terminal Apron (approximately 5,800 s.y.).

WHEREAS the Engineer's compensation for services defined by Article 1 requires an amendment to Article 3 of the Agreement.

NOW, THEREFORE, the Owner and the Engineer, for the considerations hereinafter set forth, agree as follows:

ARTICLE 3. The Engineer's Compensation for Services is amended as follows:

Section A.

The Owner, for and in consideration of the rendering of the engineering services, herein enumerated, agrees to pay to the Engineer fees for Basic Services for the Project in preparing Contract Documents as defined in Article 1, Section A, B and C as follows:

Preparation of specifications and contract documents for the acquisition of one 16' High Speed Broom with Chassis; a lump sum fee of \$4,000.00.

Updating the Airport Layout Plan; a lump sum fee of \$54,588.00.

Expanding, Marking and Lighting the Air Carrier Terminal Apron (approximately 5,800 square yards); a lump sum fee of \$20,000.00.

Providing general engineering administration of the construction contract, as defined in Article 1, Section D, a fee of \$235.00 per calendar day of the construction contract, excluding Saturdays, Sundays and Holidays, except that resident inspection required on Saturdays, Sundays and Holidays, because of construction work being performed shall be paid at a rate of \$265.00 per day. Construction surveying as required in providing necessary lines and grade information and verifying and checking the work of the construction contractor shall be paid for at a rate of \$440.00 per day.

This Appendix "A" will become effective from the date of execution by the Owner and the Engineer.

IN WITNESS WHEREOF the parties hereto have executed this Appendix "A" to the Agreement of October 21,, 1982, the day and year first above written.

ENGINEER

WETZEL ENGINEERS

Richard Butzel

ATTEST:

OWNER

CITY OF FORT WAYNE BOARD OF AVIATION
COMMISSIONERS

Richard Butzel
Paul D. ...
...

approved:
John H. ...
airport atty.

DIGEST SHEET

5-82-11-01

TITLE OF ORDINANCE: An Ordinance approving employment of an engineer for airport improvements.

DEPARTMENT REQUESTING ORDINANCE: Board of Aviation Commissioners.

SYNOPSIS OF ORDINANCE: The Board of Aviation has entered into a general agreement with Wetzel Engineers, airport consultants, to provide engineering services to carry out the master plan for the airport as required by the Federal Aviation Administration for future funding. This is a standard form agreement and the firm has been approved for F.A.A. work. The agreement now covers three projects, namely: A broom sweeper, Airport Layout Plan, and expansion of the air carrier terminal apron involving engineering services of \$78,588.00, which services and projects will be funded 90% by the F.A.A. and possibly 5% by the State.

EFFECT OF PASSAGE: Provision for necessary engineering services for F.A.A. projects at airport.

EFFECT OF NON-PASSAGE: None of above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): _____

Total contract \$78,588.00, plus adjustments: 90% federally funded and possibly 5% state funded.

ASSIGNED TO COMMITTEE: Committee on Finance.
